

**GTE TELECOM INCORPORATED
CARRIER SERVICE AGREEMENT**

THIS AGREEMENT is effective as of the 1st day of July, 1998, by and between GTE Telecom Incorporated, a Delaware corporation with principal offices at 201 N. Franklin, Suite 2400, Tampa, FL, 33602, (hereinafter referred to as "Telecom" hereunder) and GTE North Incorporated (hereinafter referred to as "Customer"), and is entered into for the provision of Carrier Service on dedicated digital fiber telecommunications facilities and ancillary services as more further described in Carrier Capacity Descriptions, defined below, accepted by Telecom under this Agreement, subject to the terms and conditions contained herein.

WITNESSETH:

1. **Incorporation of Documents and Controlling Provisions.** This Agreement consists of all the terms and conditions herein, in Carrier Capacity Descriptions that conform to the provisions of this Agreement, and in the documents incorporated by reference including Exhibit A - Pricing and Circuit ID, Exhibit B- Fiber Technical Performance Standard, and Exhibit C - GTE Telecom's Carrier Capacity Description. This Agreement constitutes the complete and exclusive statement of agreements and understandings between the parties and supersedes all proposals and prior agreements (oral or written) between the parties relating to Capacity Service provided hereunder. This Agreement may be modified only in writing signed by the parties hereto. If any provision of this Agreement conflicts with any applicable statute, rule or order of any governmental unit or regulatory body, or tariff of Telecom, then in accordance with applicable law, such statute, rule, order, or tariff shall control.

2. **Carrier Capacity Descriptions.** Carrier Capacity Descriptions are service orders issued by Customer to Telecom to order digital fiber capacity. Digital fiber capacity requested by Customer hereunder shall be requested on any of the Telecom Carrier Capacity Description forms in effect from time to time. Each Carrier Capacity Description shall reference this Carrier Service Agreement under number ("CCA#") and, when accepted in writing by Telecom, shall become a part of this Agreement only to the extent that it specifies the type of digital fiber capacity, Circuit ID, ancillary service, quantity of circuits, originating and terminating cities, Requested Capacity Date, Capacity Commitment Period, recurring and non-recurring charges for provision of capacity, cancellation charges, and other information necessary for Telecom to provide the Capacity Service to Customer. Any other terms and conditions that are typed, printed, or otherwise included in any Carrier Capacity Description shall be deemed to be solely for the convenience of the parties. No action by Telecom (including, without limitation, provision of Capacity Service to Customer pursuant to such Carrier Capacity Description) shall be construed as binding or estopping Telecom with respect to such term or condition, unless the Carrier Capacity Description containing said specific term or condition has been duly executed by Telecom or accepted in writing by Telecom. By execution of this Agreement, Customer

June 5, 1998
C 98-059/Telops North

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hereby acknowledges receipt of a form copy of Telecom's Carrier Capacity Description currently in effect, a copy of which is attached as Exhibit C. Facsimile copies of the CCD order and acceptance are acceptable.

3. **Term and Application of This Agreement.** The initial Term of this Agreement shall be a period of three (3) years, commencing on July 1, 1998, and continuing through June 30, 2001 ("Term"), and shall be automatically terminated unless written notice to extend is given by either party. The Pricing as set forth in Exhibit A is applicable to the GTE Circuits identified therein for the initial Term of this Agreement. The City Pair rates contained in Exhibit A shall remain valid for the initial Term of this Agreement. This Agreement shall apply exclusively to Capacity Service provided to Customer pursuant to Carrier Capacity Descriptions identified with this Agreement and accepted by Telecom, for the Capacity Commitment Periods stated therein and any automatic extensions thereof. Telecom reserves the right to reject a Carrier Capacity Description under this Agreement at any time.

4. **Capacity Commitment Period and Automatic Extension.** The Capacity Commitment Period for the Digital Capacity described in each Carrier Capacity Description shall commence on the Requested Capacity Date or the date upon which the Digital Capacity first becomes available in conformity with technical standards ("In Service Date"), whichever is later and shall continue for a period of three years thereafter, unless otherwise agreed to in writing by both parties. The Capacity Commitment Period for the circuits identified in Exhibit A shall commence on July 1, 1998, and shall continue through June 30, 2001. Customer acknowledges that the rates and charges contained in Exhibit A are based upon term discounts. Accordingly, the minimum Capacity Commitment Period for any circuits which may be added during the initial Term of this Agreement is three (3) years. Upon Customer's request, Telecom will provide capacity for periods of less than three (3) years at its then prevailing rates for such capacity. If Telecom cannot meet the In Service Date within thirty (30) calendar days after the Requested Capacity Date, Customer has the right to terminate the Carrier Capacity Description without penalty. Upon expiration, each Capacity Commitment Period shall automatically be extended for continuing thirty (30) day period unless or until terminated by either party upon thirty (30) days' written notice of termination to the other party; and the charges for Capacity Service during any such extension shall be one hundred and ten percent of the rates contained in this Agreement. Upon termination of this Agreement, a Capacity Commitment Period will continue through the Capacity Commitment Period contained in the applicable Carrier Capacity Description which may have been entered into between the parties through June 30, 2001, unless otherwise terminated under the terms of this Agreement.

5. **Capacity to be Provided.** As specified in Carrier Capacity Descriptions accepted by Telecom under this Agreement, Telecom will provide Customer with (a) digital fiber capacity through the installation and operation of dedicated digital telecommunications facilities between Telecom designated termination points (hereinafter "Digital Capacity"), and (b) Supporting

June 5, 1998
C 98-059/Telops North

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Supplemental Services, available on an optional basis, as may be requested by Customer and accepted by Telecom in accordance with the terms hereof (collectively referred to herein as the "Ancillary Service"). Ancillary Service available under this Agreement may include, among other things, functions as related to the provision of DS-1 or DS-3 entrance facilities, DS-1 drop and insert capability, multiplexing, and facilities connection, co-location, or network alarm monitoring. Digital Capacity and Ancillary Service are collectively referred to herein as "Capacity Service." The parties will develop appropriate service descriptions, specifications, and responsibilities of each party for any Ancillary Service that is ordered under this Agreement. Such details of the Ancillary Service will be attached to the applicable Carrier Capacity Description when the service is ordered.

6. **Customer Responsibilities.** Customer has sole responsibility for installation, testing, and operation of facilities, services, and equipment other than that specifically provided by Telecom under a duly accepted Carrier Capacity Description ("Customer Facilities"). In order to avoid ambiguity and potential misunderstanding concerning Customer's responsibilities with respect to providing Customer Facilities, the parties will specify in detail as applicable what installation, testing, and other functions and equipment are to be provided by Telecom in any Carrier Capacity Description. In no event will the untimely installation or non-operation of Customer Facilities (including local exchange access and customer premise equipment) relieve Customer of its obligation to pay charges for Digital Capacity or Ancillary Service as of the In Service Date. Notwithstanding the immediately preceding sentence, if Customer notifies Telecom of any untimely installation or non-operation of Customer Facilities at least thirty (30) days prior to the Requested Capacity Date, Customer shall have the sole option of extending the In Service Date not more than thirty (30) days. Telecom's liability for delays in installation, testing, and operation of Interexchange Service and Ancillary Services is limited in Paragraphs 12 and 13 of this Agreement.

7. **Payment of Charges.** Subject to the following Paragraph 9, all charges for Digital Capacity or Ancillary Services provided by Telecom pursuant to this Agreement shall be specified in the Carrier Capacity Description referencing this Agreement. Payment for all pro-rated monthly recurring charges (charges for monthly Capacity Service provided for less than a calendar month), Installation, and other non-recurring charges shall be due on the first day of the month following the month in which the Service was provided ("Due Date"). In addition to account and invoice numbers, all Telecom issued invoices shall include the following circuit detail: (i) the monthly recurring charges, (ii) non-recurring charges, (iii) originating and terminating locations, (iv) circuit type, (v) circuit number, and (vi) installation Date. Payment for all monthly recurring charges for full months during which Digital Capacity or Ancillary Service is to be provided shall be due in advance on the first day of the month. Customer agrees to remit payment to Telecom at the remittance address indicated on Telecom invoices to Customer. If Customer fails to pay Telecom's invoice in full or remit payment to the proper address on or before thirty (30) days after the due Date, Customer shall also pay a late fee in the amount of the

June 5, 1998
C 98-039/Telops North

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lesser of one and one-half percent (1 ½%) of the unpaid balance per month, or the maximum lawful rate under applicable state law.

8. **Additional Charges.** Customer acknowledges and understands that all charges stated in Carrier Capacity Descriptions are computed by Telecom exclusive of any applicable federal, state, or local use, excise, gross receipts, sales, and privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes imposed on Telecom), whether charged to or against Telecom or Customer because of the Capacity Service furnished by Telecom ("Additional Charges"), and that only such Additional Charges shall be paid by Customer if separately invoiced by Telecom in addition to all other charges provided for herein.

9. **Suspension of Capacity Service.** If payment in full is not received from Customer by the Due Date, Telecom shall have the right after giving Customer fifteen (15) days' written notice via express carrier service or registered mail to suspend (i) all or any portion of the Capacity Service described in the applicable Carrier Capacity Description, or (ii) upon subsequent notice, all or any additional portions of the Capacity Service to Customer; and, in either event, until such time as Customer has paid in full all charges then due, including any late fees as specified herein.

10. **Cancellation.**

(a) After a Carrier Capacity Description is accepted by Telecom in writing, Customer may cancel all or a portion of the Service described therein upon Customer's provision of thirty (30) days' advance written notice of cancellation to Telecom under the following conditions:

(1) If notice of cancellation is received by Telecom no later than thirty (30) days before turn up of the Capacity Service ordered by Customer, then cancellation will become effective prior to turn up of Service upon payment of the Cancellation Charges specified in the Customer's Carrier Capacity Description.

(2) If notice of cancellation is received by Telecom subsequent to thirty (30) days prior to turn up of the Capacity Service ordered by Customer, then Customer shall pay to Telecom all charges for Service provided (without the right to set off against non-refundable charges) through the effective Date of such cancellation plus a cancellation charge determined as follows:

(i) If the Capacity Commitment Period for the canceled Capacity Service is one (1) year and such cancellation becomes effective prior to completion of the Capacity Commitment Period, then the cancellation charge shall be an amount equal to the

June 5, 1998
C 98-059/Telupa North

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balance of the monthly Capacity Service charges that otherwise would have become due for the unexpired portion of the Capacity Commitment Period.

(ii) If the Capacity Commitment Period for the canceled Capacity Service is three (3) years and such cancellation becomes effective prior to completion of the second year of the Capacity Commitment Period, then the cancellation charge shall be an amount equal to the balance of the monthly Capacity Service charges that otherwise would have become due for the unexpired portion of the first and second years of the Capacity Commitment Period. (For example, if Customer cancels after ten (10) months of service, then Customer shall remain responsible for monthly recurring charges in an amount equal to the product of fourteen (14) remaining months multiplied by the applicable MRC.)

(iii) If the Capacity Commitment Period for the canceled Capacity Service is three (3) years and such cancellation becomes effective subsequent to completion of the second year of the Capacity Commitment Period, then no cancellation charges shall apply.

Capacity Commitment Period	Contract Period Retired	Cancellation Charge Percentage
3 years	less than 24 months	100%
3 years	24-36 months	0%

It is agreed that Telecom's damages in the event of a cancellation shall be difficult or impossible to ascertain. The provision for a cancellation charge in this subsection is intended, therefore, to establish liquidated damages in the event of a cancellation and is not intended as a penalty.

(b) If any cancellation described in Section 10 (a), Customer shall also pay Telecom an amount equal to any termination charges, expenses, fees, or penalties incurred by Telecom due to cancellation of local exchange service plus any other reasonable costs, expenses, or additional charges incurred in accordance with Paragraphs 8 and 9.

(c) Notwithstanding the above, upon thirty (30) days' prior written notice, either party shall have the right, without cancellation liability, to cancel (i) an affected portion of the Capacity Service if Telecom is prohibited by governmental authority from furnishing said portion, or (ii) an affected portion of the Capacity Service, if any material rate or term contained herein is substantially changed by order of a final court of competent jurisdiction, the Federal Communications Commission, or other local, state, or federal government authority.

June 5, 1998
C 98-059/Telaps North

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11. **Force Majeure.** If Telecom's performance of this Agreement or any obligation hereunder is prevented, restricted, or interfered with by causes beyond its reasonable control, including, but not limited, to acts of God, fire, explosion, vandalism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request of the United States government or state or local governments, or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts, or work stoppages, or other labor difficulties, supplier failures, shortages, breaches, or delays, then Telecom shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference. Telecom shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

12. **Service Warranty.** Telecom warrants that the Capacity Service it provides Customer will conform to the "Fiber Technical Performance Standards" specified in Exhibit B to this Agreement, attached hereto, and Bellcore Technical Publication 62508, incorporated by reference herein (hereinafter "Technical Standards"). Telecom will use reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents, or errors in any Digital Capacity or Ancillary Service and restore the Digital Capacity in accordance with Technical Standards as further set forth in Paragraph 13 below and Exhibit B.

THE FOREGOING WARRANTY AND THE FOLLOWING REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF OF ANY OUTAGE IN THE SERVICE WHATSOEVER, NEITHER TELECOM NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE, OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

13. **Remedies for Breach of Warranty Resulting in Outages.**

(a) Following start of a digital capacity or ancillary service, a circuit shall be deemed to be in an "Outage" condition under this Agreement if, while Customer is actually using or attempting to use such circuit, the circuit loses continuity and fails to comply with the standards set out in Exhibit B attached. An Outage period starts when a report is received by Telecom's Network Maintenance Center from Customer by telephone. An Outage period ends when Telecom notifies Customer by telephone that the service is restored to the level set forth in Exhibit B.

(b) For purposes of this Paragraph 13, "Catastrophic Outage" includes a complete (all fibers) cable cut or complete radio failure, an equipment enclosure fire, an explosion, or any other circumstances of an extraordinary and catastrophic nature per circuit. All other Outages described herein will be deemed to be non-catastrophic in nature for purposes of this Paragraph 13. In case of an Outage Period to any service, a credit for the period of Outage, if not caused by Customer, shall, upon request directed to Customer's designated Account Representative, be allowed and calculated as follows:

(i) Customer shall be credited for any Outage Period, including a Catastrophic Outage, to the extent that such Outage Period on a circuit by circuit basis, exceeds thirty (30) minutes, at the rate of 1/1440 of the monthly rate or charge applicable to the actual Service which is subject to the Outage Period, for each half-hour or major fraction thereof that an Outage Period continues beyond thirty (30) minutes.

(ii) A credit allowance is not applicable for any Outage Period during which Customer fails to afford access to any facilities to which Telecom requires access for the purpose of investigating and correcting any interruption to service.

(iii) The monthly charges used to determine the credit shall be the then current monthly charge being assessed as set forth in the applicable Carrier Capacity Description.

(iv) The credit allowance(s) for an Outage Period or for a series of Outage Periods shall not exceed the currently monthly charge being paid per circuit.

It is further understood that, if Customer fails to make or is excused from making any payment because of operation of law or any other reason, the credit allowance shall not apply to the service for which Customer has not paid.

(c) For the purposes of calculating any credits pursuant to Section (a) or (b) of this Paragraph 13, the parties agree to be bound by the Telecom Customer Service Group log as maintained in Telecom's Network Maintenance Center. Telecom shall maintain a reasonably accurate Customer Service Group Log for service provided to Customer.

(d) No credit allowance will be made for:

(i) Outage Periods caused by Customer;

(ii) Outage Periods of a service due to the failure of equipment or systems provided by Customer or persons other than Telecom; in particular, any provider of local access service to Customer;

(iii) Outage Periods when Customer has released service to Telecom for maintenance purposes, to make rearrangements, or for the implementation of an order for a

June 5, 1998
C 98-059/Telops North

GTE CONFIDENTIAL

7

change in the service for that period of time which was negotiated with Customer prior to the release of such service. Thereafter, a credit allowance as set forth above applies; and

(iv) Outage Periods when Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(e) If an Outage Period that is required for maintenance by Telecom, Telecom shall use its best efforts to give Customer notice by telephone seventy-two (72) hours in advance so that adequate alternative measures can be taken by Customer. Telecom will make every effort to schedule service interruptions on weekends between midnight and 3:00 a.m. Service credits will not apply to scheduled service interruptions as long as it is scheduled, does occur between midnight and 3:00 a.m., and shall not exceed 12 occurrences per year, unless mutually agreed upon by Telecom and Customer.

(f) The credit provided for in this Paragraph 13 shall be Telecom's sole liability and Customer's sole remedy in the event of any Outage Periods or interruption of services. Telecom shall not be liable for any special, consequential, punitive, or reliance damages resulting from any interruption of service or Outage Periods provided to Customer, and Customer shall have no right to set off against any monies owed to Telecom by Customer.

(g) Customer shall have the option, upon ten (10) days' written notice, to terminate this Agreement without a cancellation charge if during any calendar year, within the terms of this Agreement, there are three (3) non-catastrophic Outages of ten (10) or more hours each, or three (3) catastrophic Outages of seventy-two (72) or more hours each as set out in Paragraph 13 (b)(i). In the event of termination under this provision, Customer's liability shall be limited to the monthly lease rate for the affected service which was properly rendered prior to the effective Date of termination. Customer's credit and termination rights shall not apply, however, in the event any Outage is caused or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors, or assigns.

14. **Indemnity.** Each party will defend, indemnify, and hold the other party harmless from all claims, demands, suits, actions, losses, damages, assessments or payments that are proximately caused by the negligence or wilful misconduct of the indemnifying party.

15. **Dispute Resolution.** The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution provision, the parties agree to submit the dispute to a single arbitrator for resolution by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include search time and reproduction costs). The parties shall equally share the fees of the arbitration and the arbitrator.

16. **Notices.** Notices under this Agreement shall be in writing and delivered to the person identified as the "Party to Receive Notices" at the Full Business Addresses of the parties as they appear herein or as otherwise provided for by proper notice hereunder, and the effective Date for any notice under this Agreement shall be the Date of delivery of such notices, not the Date of mailing.

17. **Use of Service.** Upon Telecom's acceptance of a Carrier Capacity Description hereunder, Telecom will provide the Capacity Service specified therein to Customer upon the conditions that the Capacity Service shall not be used for any unlawful purpose.

18. **Proprietary Information.** Customer and Telecom understand and agree that the terms and conditions of this Agreement and all documents marked confidential referenced herein are confidential as between Customer and Telecom and shall not be disclosed by Customer or Telecom to any party other than the directors, officers, and employees of Customer or Telecom, or agents of Customer or Telecom who have specifically agreed to non-disclosure of the terms and conditions hereof. Provided, however, Customer and Telecom acknowledge that the terms and conditions of this Agreement may be provided to a court, commission, or other governmental agency as required by applicable law. Violation by Customer or Telecom or their respective agents of the foregoing provision shall entitle the other party, at its option, to terminate the provision or receipt of the Service without further obligation or liability, and such party may pursue any and all remedies available under law.

19. **Representation as to Principal Business.** Customer represents and warrants to Telecom that Customer's principal business is that of a provider of telecommunications services. Breach of the foregoing warranty shall entitle Telecom, at its option, to deem Customer's cancellation and discontinue providing the Capacity Service to Customer without further obligation or liability to Customer, and to pursue any and all additional remedies available to Telecom under this Agreement or as a matter of law.

20. **General Provisions.**

(a) Customer will execute such other documents, provide such information, and affirmatively cooperate with Telecom, all as may be reasonably required by Telecom and relevant to providing the Capacity Service.

(b) The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of any extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

(c) The provision of the Service will not create a partnership or joint venture between the parties or result in a joint communications service offering to the customers of either Telecom or Customer.

(d) During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.

(e) No subsequent agreement between Customer and Telecom concerning the Capacity Service shall be effective or binding unless it is made in writing by an authorized representative of Customer and authorized headquarters representative of GTE Telecom Incorporated, and no representation, promise, inducement, or statement of intention has been made by either party which is not embodied herein.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or permitted assigns. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be reasonably withheld. Notwithstanding the above, Customer may assign this Agreement to an affiliate of Customer without consent, but only upon not less than sixty (60) days prior written notice to Telecom. Further, any assignment or transfer without such consent or notice, as applicable, shall be deemed void and shall entitle Telecom to terminate this Agreement at its option upon ten (10) days prior written notice.

(g) This Agreement is between Telecom and Customer, and the terms hereof shall be construed under the laws of the State where the services are provided by Telecom, without regard to choice of law principles.

(h) This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, or understandings relating to the subject matter hereof.

(i) If any part or any provision of this Agreement or any other Agreement, documents, or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement, and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

(j) The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof or hereof by either or both parties hereto shall so survive the completion of performance and termination of this Agreement, including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.

June 5, 1998
C 98-059/Telops North

~~10~~
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(k) Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(l) Words having well-known technical or trade meanings shall be so construed, and all listings of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably applies in the interpretation of this Agreement.

(m) Customer agrees that any addition, deletion, or modification to the terms and conditions contained in this Agreement shall not be binding until accepted by authorized officers of GTE Telecom Incorporated, and duly executed by the parties.

ATTACHMENTS:

Exhibit A - Pricing and Circuit ID

Exhibit B - Fiber Technical Performance Standards

Exhibit C - GTE Telecom Carrier Capacity Description

IN WITNESS WHEREOF, the parties have executed this Carrier Service Agreement on the Date first written above.

GTE TELECOM INCORPORATED

By: *Thomas B. Duane*
Name: Thomas B. Duane
Title: Vice President/General Manager
Date: 8-14-98
and

By: *Kenneth Shelton*
Name: Kenneth Shelton
Title: Controller
Date: 8-3-98

Full Business Address:

201 North Franklin Street
Suite 2400
Tampa, FL 33602

Party to Receive Notices:

Director of Sales
with a copy to:
Manager-Contracts

CUSTOMER:

GTE NORTH INCORPORATED

By: *Edward J. Weise*
Name: Edward J. Weise
Title: Vice President - North Region
Date: _____

APPROVED AS TO FORM
AND LEGALITY
Attorney
ATTORNEY, GTE
DATE: 8-14-98

Full Business Address:

GTE North Incorporated
General Office
8001 West Jefferson Boulevard
Ft. Wayne, Indiana 46801

Invoice Address:

GTE BDI(Business Development and Integration
ITS Invoice Validation
P.O. Box 152092 152261
919 Hidden Ridge
Irving, TX 75015-2092

Party to Receive Notices:

D. Harrison w/ Copy to
P. Plant, Esq.

*Invoice Address has
changed to
P.O. Box 152261
Irving, TX 75015*

June 5, 1998
C 98-059/Telops North

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Dean H.

972-507.2087

Circuit ID	Telecom POP A	Telecom POP B	Svc Type	Mileage	IOC 36 mo.
GTN/XH-/CLMBPKVL/001	Columbus	Perkinsville	56k	64	\$ 198
GTN/XH-/CLMBPKVL/002	Columbus	Perkinsville	56k	64	\$ 198
GTN/XH-/CLMBPKVL/003	Columbus	Perkinsville	56k	64	\$ 198
GTNWKRSOXH003FTWY	Ft.Wayne	Wakarusa	56k	54	\$ 111
GTN/XH-/CLMBFTWY/001	Ft.Wayne	Columbus	56k	132	\$ 130
26630003	Perkinsville	Ft. Wayne	56K	71	\$ 111
GTNWKRSOXH001FTWY	Wakarusa	Ft.Wayne	56k	54	\$ 114
GTNWKRSOXH002FTWY	Wakarusa	Ft.Wayne	56k	54	\$ 114
GTNWKRSOXH001IPLS	Wakarusa	NCC	56k	122	\$ 108
GTNPRTGOXH001FTWY	Westville	Ft.Wayne	56k	93	\$ 114
26630023	Columbus	Bloomington	DS3	34	\$ 5,440
26630002	Wakarusa	Westville	DS3	45	\$ 6,258
GTNFTWYOH003LPRT	Ft.Wayne	Wakarusa	T1	54	\$ 443
GTNFTWYOH004LPRT	Ft.Wayne	Wakarusa	T1	54	\$ 443
GTNFTWYOH005LPRT	Ft.Wayne	Wakarusa	T1	54	\$ 443
GTNFTWYOH001LPRT	Ft.Wayne	Wakarusa	T1	54	\$ 443
GTNFTWYOH002LPRT	Ft.Wayne	Wakarusa	T1	54	\$ 443
26630020	Ft.Wayne	Kokomo	T1	81	\$ 457
26630019	Ft.Wayne	Perkinsville	T1	71	\$ 457
26630024	Ft.Wayne	Perkinsville	T1	71	\$ 457
26630025	Ft.Wayne	Perkinsville	T1	71	\$ 457
GTNFTWYOH003WSFD	Ft.Wayne	Perkinsville	T1	71	\$ 457
GTNFTWYOH004WSFD	Ft.Wayne	Perkinsville	T1	71	\$ 457
GTNFTWYOH005WSFD	Ft.Wayne	Perkinsville	T1	71	\$ 457
GTNFTWYOH006WSFD	Ft.Wayne	Perkinsville	T1	71	\$ 457
GTN/HCE-/FTWYINDQ/001	Ft.Wayne	Perkinsville	T1	71	\$ 457
GTN/HCE-/FTWYINDQ/002	Ft.Wayne	Perkinsville	T1	71	\$ 457
GTNFTWYOH002WSFD	Ft.Wayne	Perkinsville	T1	71	\$ 457
26630018	Ft.Wayne	Richmond	T1	88	\$ 385
GTNFTWYOH005PRTG	Ft.Wayne	Westville	T1	93	\$ 457
GTNFTWYOH006PRTG	Ft.Wayne	Westville	T1	93	\$ 457
GTNFTWYOH007PRTG	Ft.Wayne	Westville	T1	93	\$ 457
GTNFTWYOH008PRTG	Ft.Wayne	Westville	T1	93	\$ 457
GTNFTWYOH009PRTG	Ft.Wayne	Westville	T1	93	\$ 457
GTNFTWYOH010PRTG	Ft.Wayne	Westville	T1	93	\$ 457
GTNFTWYOH011PRTG	Ft.Wayne	Westville	T1	93	\$ 457
GTNFTWYOH012PRTG	Ft.Wayne	Westville	T1	93	\$ 457
GTNFTWYOH013PRTG	Ft.Wayne	Westville	T1	93	\$ 457
GTNPRTGOHC003FTWY	Ft.Wayne	Westville	T1	93	\$ 457
GTNFTWYOH005INCC	Ft.Wayne	NCC	T1	101	\$ 399
GTNFTWYOH006INCC	Ft.Wayne	NCC	T1	101	\$ 399
GTNFTWYOH007INCC	Ft.Wayne	NCC	T1	101	\$ 399
GTNFTWYOH008INCC	Ft.Wayne	NCC	T1	101	\$ 399
GTNFTWYOH009INCC	Ft.Wayne	NCC	T1	101	\$ 399
GTNFTWYOH001CRML	Ft.Wayne	NCC	T1	101	\$ 399
GTNFTWYOH001INCC	Ft.Wayne	NCC	T1	101	\$ 399
GTNFTWYOH002INCC	Ft.Wayne	NCC	T1	101	\$ 399
GTNFTWYOH002INTS	Ft.Wayne	NCC	T1	101	\$ 399
GTNFTWYOH003INCC	Ft.Wayne	NCC	T1	101	\$ 399

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1605

GTNFTWYOHC004INCC	Ft.Wayne	NCC	T1	101	\$	399
28630022	Ft.Wayne	Columbus	T1	132	\$	484
GTNFTWYOHC003TRRH	Ft.Wayne	Terre Haute	T1	158	\$	565
GTNFTWYOHC004TRRH	Ft.Wayne	Terre Haute	T1	158	\$	565
GTNFTWYOHC005TRRH	Ft.Wayne	Terre Haute	T1	158	\$	565
GTNFTWYOHC006TRRH	Ft.Wayne	Terre Haute	T1	158	\$	565
GTNFTWYOHC007TRRH	Ft.Wayne	Terre Haute	T1	158	\$	565
GTNFTWYOHC001TRRH	Ft.Wayne	Terre Haute	T1	158	\$	565
GTNFTWYOHC002TRRH	Ft.Wayne	Terre Haute	T1	158	\$	565
GTNLFYTOHC001FTWY	Lafayette	Ft.Wayne	T1	89	\$	391
GTNWSFDOHC004INCC	Perkinsville	NCC	T1	30	\$	457
GTNWSFDOHC005INCC	Perkinsville	NCC	T1	30	\$	457
GTNWSFDOHC006INCC	Perkinsville	NCC	T1	30	\$	457
GTNWSFDOHC001INCC	Perkinsville	NCC	T1	30	\$	457
GTNWSFDOHC002INCC	Perkinsville	NCC	T1	30	\$	457
28630001	Perkinsville	Lafayette	T1	45	\$	457
GTNWSFDOHC001LFYT	Perkinsville	Lafayette	T1	45	\$	457
28630005	Perkinsville	Columbus	T1	64	\$	457
GTN/HCE-/CLMBSBND/001	Perkinsville	Columbus	T1	64	\$	457
28630004	Perkinsville	Ft. Wayne	T1	71	\$	457
28630010	Perkinsville	Ft. Wayne	T1	71	\$	457
GTNWSFDOHC008FTWY	Perkinsville	Ft. Wayne	T1	71	\$	457
GTNRCHMDOHC001INCC	Richmond	NCC	T1	67	\$	385
GTNRCHMDOHC001FTWY	Richmond	Ft.Wayne	T1	86	\$	385
GTNRCHMDOHC002FTWY	Richmond	Ft.Wayne	T1	86	\$	385
GTNTRRHOHC001INCC	Terre Haute	NCC	T1	70	\$	385
GTNTRRHOHC001LYFT	Terre Haute	Lafayette	T1	72	\$	385
GTNTRRHOHC001FTWY	Terre Haute	Ft.Wayne	T1	158	\$	565
GTNEKHTOHC001PRTG	Wakarusa	Westville	T1	45	\$	457
GTNWKRSOHC001WSTV	Wakarusa	Westville	T1	45	\$	457
GTNEKHTOHC001FTWY	Wakarusa	Ft.Wayne	T1	54	\$	443
GTNEKHTOHC001INCC	Wakarusa	NCC	T1	122	\$	430
GTNPRTGOHC001INCC	Westville	NCC	T1	128	\$	518
GTN/LC-R/PKVLRCMD/001	Richmond	Perkinsville	VG	55	\$	114
GTN/LG-R/PKVLRCMD/001	Richmond	Perkinsville	VG	55	\$	114
Totals						\$45,021

APD
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105

Exhibit B
FIBER TECHNICAL PERFORMANCE STANDARDS

Bit Error Rate	-	1×10^{-9} bit error rate/mile or less per 24 hours.
Error Bursts	-	Four or less per 24-hour period. (Burst defined as an error second containing more than 100 bit errors.)
System Availability	-	99.9% / year. (Unavailability defined as BER = 10^{-3} or greater.)
Services Restoration	-	Electrical equipment failures mean time restoral in 4 hours or less. Catastrophic failure (damaged cable, etc.) Restored within 12 hours or less.

GTE TELECOM INCORPORATED

210 N. Franklin Street Suite 2400

Tampa, Florida 33602

Account Manager _____

Tel: () _____ Fax. No. () _____

Customer Name: _____

Service Address: _____

Billing Address: _____

Customer Contact: _____

Tel: () _____ Fax. No. () _____

CARRIER CAPACITY DESCRIPTION

Order No. _____	P.O. Number _____	Date: _____
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Termination Points/ Description of Services	Number	Requested Service Date	Service Term (months) Capacity Commitment Period	Non- Recurring Charges	Monthly Recurring Charges (each)	Monthly Recurring Charges (TOTAL)
TOTAL CHARGES:				NRCS _____	MRC \$ _____	

REMARKS:

REFERENCE: Carrier Service Agreement dated July 1, 1998

Cancellation Charges Apply as set forth in the referenced Carrier Service Agreement in the event Services are canceled or changed.

THIS CARRIER CAPACITY DESCRIPTION IS ENTERED INTO PURSUANT TO THE CARRIER SERVICE AGREEMENT IDENTIFIED HEREIN, THE TERMS AND CONDITIONS OF WHICH ARE INCORPORATED HEREIN IN THEIR ENTIRETY; PROVIDED, HOWEVER, THAT IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THIS CCD AND THE TERMS AND CONDITIONS OF THE APPLICABLE CARRIER SERVICE AGREEMENT, THE TERMS AND CONDITIONS CONTAINED IN THE CARRIER SERVICE AGREEMENT SHALL PREVAIL.

The Customer hereby orders the Services described in this Carrier Capacity Description	ACCEPTED BY GTE TELECOM INCORPORATED
Company _____	
Signature _____	Thomas B. Duane, Vice President/General Manager Date _____
Printed Name _____	Lu Whanger, Director of Sales Date _____
Title _____ Date _____	Account Manager Date _____

**GTE TELECOM INCORPORATED
CARRIER CAPACITY AGREEMENT**

This CARRIER CAPACITY AGREEMENT (hereinafter referred to as the "Agreement" / or "CCA") is made and entered into as of April 20, 1997, by and between GTE Telecom Incorporated (hereinafter referred to as "TELECOM"), a Delaware corporation with principal offices at 201 N. Franklin Street, Suite 2400, Tampa, Florida 33602; and GTE North Incorporated (hereinafter referred to as "CUSTOMER"), with offices at 600 Hidden Ridge, Irving, Texas 75038, for the provision of Telecommunications Services (hereinafter referred to as "Services") as described herein and accepted by Customer under this Agreement, subject to the terms and conditions contained herein.

1. **CARRIER CAPACITY DESCRIPTIONS:** Requests for Services to be provided hereunder shall be issued by CUSTOMER from time to time on TELECOM Carrier Capacity Description Form(s) (hereinafter referred to as a "CCD", a copy of which is attached hereto and made a part hereof as Exhibit 1) or on Customer's Forms accepted in writing by an authorized representative of TELECOM. Each CCD shall reference this Carrier Capacity Agreement by CCA Number. Such CCDs or Customer Forms, as applicable, shall be effective when accepted in writing by TELECOM and shall become part of this Agreement only to the extent that they specify the type of Service to be provided, quantity of circuits, originating and terminating cities, requested service date, length of service term, recurring and non-recurring charges for provision of Service, and other information necessary for TELECOM to provide Service to the CUSTOMER. Applicable cancellation charges shall apply as stated in Section 10. below. Any other terms and conditions that are typed, printed or otherwise included in any CCD shall be deemed to be solely for the convenience of the parties. No action by TELECOM (including, without limitation, provision of Service to CUSTOMER pursuant to such CCD) shall be construed as binding or estopping TELECOM with respect to such term or condition, unless the CCD containing said specific term or condition has been duly executed.

2. **EFFECTIVE DATE AND APPLICATION OF THIS AGREEMENT:** This Agreement shall be effective between the parties as of the date first written above. This Agreement shall apply exclusively to the Service provided to CUSTOMER pursuant to the CCD(s) identified with this Agreement and accepted by TELECOM, for the Service Term stated therein and any automatic extensions thereof. TELECOM reserves the right not to accept a CCD under this Agreement at any time.

3. **CAPACITY COMMITMENT PERIOD AND AUTOMATIC EXTENSION:** The Service Term for Services subject to recurring charges and described in a CCD shall commence on the Confirmed Service Order Date or the date upon which the Service first becomes available, in conformity with technical standards, whichever is later. TELECOM will make reasonable efforts to meet the CUSTOMER requested in service date. If TELECOM cannot meet the Confirmed Service Order Date within thirty (30) calendar days, except for any reasonable outside

construction delays or delays caused by those events described in Section 11 below, CUSTOMER has the right to terminate the CCD without penalty. Upon expiration of the Service Term, Service will automatically be extended for continuing thirty (30) day periods and may be canceled by either party upon thirty (30) calendar days written notice. The charges for Service during any such extension shall be the same as that during the Service Term.

4. DESCRIPTION OF SERVICES: As specified in the CCD accepted by TELECOM hereunder, TELECOM will provide to CUSTOMER the following Services:

(a) **Capacity** Service through the installation and operation of either owned or leased telecommunications facilities between TELECOM designated termination points (hereinafter "Capacity"), and

(b) **Ancillary Services** Other Services, available on an optional basis, as may be requested by the CUSTOMER (hereinafter referred to "Ancillary Service").

5. LOCAL ACCESS/ANCILLARY SERVICES AND CHARGES: (a) Upon CUSTOMER's request, TELECOM may, at its sole option and when reasonable under the circumstances, act as agent for the CUSTOMER with responsibility for provisioning and the initial testing of an interconnection between selected Interexchange Service and a CUSTOMER designated termination point and/or service. Charges to CUSTOMER for Local Access Service administered on behalf of CUSTOMER by TELECOM shall be as stated in the accepted CCD.

(b) TELECOM may also provide Other or Ancillary Services to CUSTOMER, including but not limited to any one or more of the following:

- (1) Multiplexing/demultiplexing service ("Muxing");
- (2) Digital cross-connect service,
- (3) Extraordinary service under the following circumstances including but not limited to:
 - (i) CUSTOMER's request to expedite Service availability to a date earlier than a previously accepted start date or Confirmed Service Order Date;
 - (ii) Service redesign or other activity occasioned by receipt of inaccurate information from CUSTOMER;
 - (iii) Reinstallation services for any suspension of Service for cause by TELECOM;

- (iv) CUSTOMER's request for use of routes or facilities other than those selected by TELECOM for provision of the Service;
- (v) CUSTOMER'S request for use of rack space and power in TELECOM facilities;
- (vi) Other circumstances in which extraordinary costs and expenses are generated by CUSTOMER and reasonably incurred by TELECOM.

(c) Recurring and non-recurring charges to CUSTOMER for Local Access (including TELECOM's Coordination Fee) and Ancillary Services shall be established as of TELECOM's acceptance of the CCD relevant thereto.

6. CUSTOMER RESPONSIBILITIES: CUSTOMER has sole responsibility for installation, testing, and operation of facilities, services, and equipment other than those specifically provided by TELECOM under a duly accepted CCD. In no event will the untimely installation or non-operation of CUSTOMER's facilities, services, and equipment (including local exchange access and customer premise equipment) relieve CUSTOMER of its obligation to pay charges for Capacity or Ancillary Service as of the In Service Date. Notwithstanding the immediately preceding sentence, in the event CUSTOMER notifies TELECOM of any untimely installation or non-operation of CUSTOMER facilities, equipment, or services at least thirty (30) days prior to the Confirmed Service Order Date, CUSTOMER shall have an option of extending the In Service Date for not more than thirty (30) days. TELECOM's liability for delays in installation, testing, and operation of Interexchange Service and Ancillary Service is limited in Section 12 below.

7. PAYMENT OF CHARGES: Subject to Section 8 below, all charges for Services provided by TELECOM pursuant to this Agreement shall be specified in the CCD referred to in this Agreement. Payment for all pro-rated monthly recurring charges (i.e., charges for monthly Capacity provided for less than a calendar month), installation, and other non-recurring charges shall be due on the last day of the month in which the Service was provided. Payment of all monthly recurring charges for entire months during which Capacity or Ancillary Service is to be provided shall be due on the last day of the month in which the Service was provided (hereafter referred to as the "Due Date"). CUSTOMER agrees to timely remit payment to TELECOM at the remittance address indicated on the TELECOM invoice to CUSTOMER. In the event CUSTOMER fails to pay TELECOM's invoice in full or remit payment at the proper address on the Due Date, CUSTOMER shall pay a late fee in an amount equal to one and one-half percent (1 1/2 %) of the unpaid balance per month. The late fee will be applied for the number of days from the payment Due Date up to and including the date payment is received by TELECOM. Notwithstanding the foregoing, late fees shall apply to, but shall not be due and payable for, amounts reasonably disputed by CUSTOMER provided: (i) CUSTOMER notifies TELECOM of the basis of such dispute in writing within thirty (30) days after the Due Date and (ii) negotiates in good faith with Telecom for the purpose of resolving such dispute. In the

telecom/ccd/gte/08/09/01/97-004r.ccd/04.18.97

event such dispute is resolved in favor of TELECOM, CUSTOMER will pay to TELECOM the once disputed amount together with the applicable late fees. In the event the dispute is resolved in favor of the CUSTOMER, CUSTOMER will receive a credit for the amounts determined not to be owed together with a credit for the applicable late fees.

8. **ADDITIONAL CHARGES:** CUSTOMER acknowledges and understands that all charges stated in the CCD are computed by TELECOM exclusive of any applicable federal, state, or local use, excise, gross receipts, sales, and privilege taxes, duties, fees or similar liabilities (other than general income or property taxes), whether charges to or against TELECOM or CUSTOMER because of the Service furnished by TELECOM ("Additional Charges"), and that such Additional Charges shall be paid by CUSTOMER in addition to all other charges provided for herein.

9. **SUSPENSION OF SERVICE:** (a) In the event payment in full is not received from CUSTOMER on or before thirty (30) days following the Due Date with respect to any undisputed amounts or on or before ninety (90) days following the Due Date with respect any reasonably disputed amounts, TELECOM shall have the right, after giving CUSTOMER fifteen (15) days written notice via express courier service or registered mail, to suspend (i) all or any portion of Service, or (ii) upon subsequent notice, all or any additional Service to CUSTOMER; and, in either event, until such time as CUSTOMER has paid in full all charges then due, including any late fees as specified herein.

(b) Following such payment, TELECOM shall be required to reinstate Service to CUSTOMER only upon CUSTOMER's provision to TELECOM of satisfactory assurance (such as a deposit) of CUSTOMER's ability to pay for Service and CUSTOMER's advance payment of the cost of reinstating Service. If CUSTOMER fails to make such payment by a date determined by and acceptable to TELECOM, CUSTOMER will be deemed to have canceled the suspended Service effective the date of the suspension. Upon such termination, all balances become due and payable.

10. **CANCELLATION:** (a) After a CCD is accepted by TELECOM, CUSTOMER may cancel all or a portion of the Service described therein upon thirty (30) days advance written notice of cancellation to TELECOM, under the following conditions:

- (1) If notice of cancellation is received by TELECOM more than thirty (30) days prior to the Confirmed Service Order Date, cancellation charges comprised of administrative expenses, any capital expended, and any other out-of-pocket expenses will be due TELECOM.
- (2) If notice of cancellation is received by TELECOM less than thirty (30) days prior to the Confirmed Service Order Date, cancellation charges comprised of administrative expenses, any capital expended, any other out-of-pocket expenses, and three (3) months of monthly recurring charges will be due and payable to TELECOM.

(b) It is agreed that TELECOM's damages in the event of a cancellation can be difficult or impossible to ascertain. The provision for cancellation charges in this subsection is intended, therefore, to establish liquidated damages in the event of any cancellation and are not intended as a penalty. In the event CUSTOMER cancels existing service prior to the end of the Service Term described in the CCD, CUSTOMER shall pay TELECOM the termination liability amount as set forth in the applicable CCD.

(c) Notwithstanding the foregoing, and upon thirty (30) days prior written notice, either party shall have the right, without cancellation charge or liability, to cancel (i) an affected portion of the Service, if TELECOM is prohibited by governmental authority from furnishing said portion, or (ii) an affected portion of the Service if any material rate or term contained herein is substantially changed by final order of a court of competent jurisdiction, the Federal Communication Commission, or other local, state or federal government authority.

11. FORCE MAJEURE: If TELECOM's performance of this Agreement or any other obligation hereunder is prevented, restricted or interfered with by causes beyond their reasonable control including but not limited to acts of God, fire, explosion, vandalism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local government, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, suppliers' failures, shortages, breaches, or delays, then TELECOM shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference. TELECOM shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

12. SERVICE WARRANTY: TELECOM warrants that it will provide the Service to CUSTOMER in accordance with prevailing telecommunication industry standards (hereinafter "Technical Standards"). TELECOM will use reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in any Service and restore the Service in accordance with Technical Standards. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF ANY OUTAGE IN THE SERVICE WHATSOEVER, NEITHER PARTY NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE, OR ANY OTHER DAMAGES, OR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

13. INDEMNIFICATION: In the event parties other than CUSTOMER shall have use or benefit of or shall be otherwise affected by the Service provided through CUSTOMER, then CUSTOMER agrees to forever indemnify and hold TELECOM and any third party provider or

operator of the facilities employed in the provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties, arising out of or related to any outage in Service.

14. **NOTICES:** Notices under this Agreement shall be in writing and delivered to the person whose name and business address appears below:

TO GTE TELECOM:

GTE Telecom Incorporated
201 N. Franklin Street
Suite 2400
Tampa, Florida 33602
Attention: Manager - Contracts and Tariffs

TO GTE NORTH INCORPORATED:

GTE Telephone Operations
Mail Code: TXD 1933D
500 E. Carpenter Fwy.
Irving, TX 75062
Attention: Billing and Collection Manager

The effective date for any notice under this Agreement shall be the date of delivery of such notice, not the date of mailing.

15. **USE OF SERVICE:** Upon TELECOM's acceptance of a CCD hereunder, TELECOM will provide the Service specified therein to CUSTOMER upon the condition that the Service shall not be used for any unlawful purpose.

16. **PROPRIETARY INFORMATION:** CUSTOMER understands and agrees that the terms and conditions of this Agreement and all documents referenced herein (including without limitation, invoices to CUSTOMER for Service provided hereunder) are confidential as between CUSTOMER and TELECOM and shall not be disclosed by CUSTOMER to any party other than the directors, officers, and employees of CUSTOMER or agents of CUSTOMER who have specifically agreed to nondisclosure of the terms and conditions hereof. Violation by CUSTOMER or its agents of the foregoing provision shall entitle TELECOM, at its option, to cause discontinuation of the Service to CUSTOMER without further obligation or liability of TELECOM to CUSTOMER.

17. **RESOLUTION OF DISPUTES:** Any disputes arising under or relating to this Agreement shall be resolved through amicable negotiations between the parties. At any time that the parties are affiliated companies and a dispute cannot be settled through amicable

negotiations, then the dispute shall be settled by the Vice President General Counsel Contel Federal Systems Inc. At any time that the parties no longer are affiliated companies and a dispute cannot be settled through amicable negotiations, then either party may submit the dispute for arbitration in accordance with the then current arbitration rules of the American Arbitration Association. The decision of the arbiter(s) in any such proceeding shall be binding and final, and may be enforced by any court of competent jurisdiction.

18. GENERAL PROVISIONS:

(a) Other Documents CUSTOMER will execute such other documents, provide such information, and affirmatively cooperate with TELECOM, all as may be reasonably required by TELECOM and relevant to providing the Service. In particular, CUSTOMER accepts the responsibility for providing TELECOM with special access surcharge exemption forms as may be required by the local exchange carrier.

(b) Non-Waiver The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement or the granting of an extension of time for the performance shall not constitute the permanent waiver of any term or condition of this Agreement and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

(c) Relationship of the Parties The provision of Service will not create a partnership or joint venture between the parties or result in a joint communications service offering to third parties.

(d) Enforcement In the event suit is brought or an attorney is retained by TELECOM to enforce terms of this Agreement or to collect any monies due hereunder or to collect money damages for breach hereof, it shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

(e) Modification No subsequent agreement shall change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by authorized representatives of both parties.

(f) Assignment This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that CUSTOMER shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of TELECOM, which consent shall not be unreasonably withheld, and further provided that any assignment or transfer without such consent shall be deemed void and shall entitle TELECOM to terminate the Service provided hereunder, at its option, upon ten (10) days prior written notice.

(g) Governing Law This Agreement shall be a contract between TELECOM and CUSTOMER and the terms hereof shall be construed under the laws of the State of Indiana without regard to choice of law principles.

(h) Severability If any part or any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement, and the CUSTOMER and TELECOM hereby agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

(i) Survival The terms and provisions contained in this Agreement that by their sense and content are intended to survive the performance thereof by the parties hereto shall survive the completion of performance and termination of this Agreement, including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.

(j) Headings The section headings are for convenience only and shall not be considered in its interpretation.

(k) Interpretation Words having well-known technical or trade meanings shall be so construed, and all listing of items shall be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably applies in the interpretation of this Agreement.

(l) Entire Agreement This Agreement consists of all the terms and conditions contained herein, in Carrier Capacity Descriptions, if applicable, that conform hereto, and documents incorporated herein specifically by reference; this Agreement constitutes the complete and exclusive statement of agreements and understandings between the parties, and supersedes all proposals and prior agreements (oral and written) between the parties relating to Service provided hereunder. No representations or warranties, express or implied, have been made or relied upon in the making of this Agreement, other than those specifically contained in this Agreement.

Attachments: Exhibit 1 - Carrier Capacity Description

IN WITNESS WHEREOF, the parties have executed this Carrier Capacity Agreement by their duly authorized representatives.

GTE TELECOM INCORPORATED

By: *Thomas B. Duane*

Name: Thomas B. Duane

Title: Vice President/General Manager

Date: 5-20-97

and

By: *Kevin T. Gammons*

Name: Kevin Gammons

Title: Assistant Secretary

Date: 6/2/97

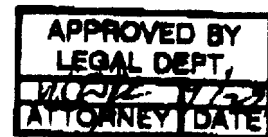
GTE NORTH INCORPORATED

By: *Larry Sparrow*

Name: Larry Sparrow

Title: President - Carrier Markets

Date: 6/5/97



201 N. Franklin Street
Suite 2400
Tampa, FL 33602
(813) 208-3411 FAX: (813) 208-8820

Carrier Capacity Description

Order Number: N-1353-97	P. O. Number:	Order Date: 1/17/97
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Termination Points/Description of Services	Number	Requested Service Date	Non-recurring Charges	Contract Term (months)	Monthly Recurring Charge (each)	Monthly Recurring Charge Total
<p>Provide OC24 Interoffice Disaster Recovery Ring with POP Nodes as Follows:</p> <p>Columbus POP Indianapolis POP 831 N. Jackson St 175 N. College Columbus, IN Indianapolis, IN</p> <p>Perkinsville POP Muncie POP Water St State Rd 28 Perkinsville, IN Muncie, IN</p> <p>Richmond POP State Rd 38 Richmond, IN</p> <p>Termination Liability: \$504,882.00 Termination Liability Period: 5 Years beginning 4/1/97. Reduces 1/80 for each month in service.</p>		4/1/97	-0-	60	\$17,797.00	\$17,797.00
CIRCUIT ID 25200001						
Total Charges:			NRC:		MRC:	
					\$17,797.00	

Remarks:
Interconnects to GTE North at Columbus (CLMBINAGW01) and Richmond (RCMDINAGW04)

THIS CARRIER CAPACITY DESCRIPTION IS ENTERED INTO PURSUANT TO THE AGREEMENT IDENTIFIED HEREIN, THE TERMS AND CONDITIONS OF WHICH ARE INCORPORATED HEREIN IN THEIR ENTIRETY; PROVIDED, HOWEVER, THAT IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THIS CARRIER CAPACITY DESCRIPTION AND THE TERMS AND CONDITIONS OF THE AGREEMENT, THE AGREEMENT SHALL PREVAIL.

The customer hereby orders the services described in this Carrier Capacity Description: GTE NORTH, INC		GTE Telecom Agreement and Order Acceptance:	
Company _____ <i>Larry Sparrow</i> Signature of Authorizing Official _____ Date <i>5/20/97</i>		<i>Thomas B. Duane</i> <i>5/20/97</i> _____ Thomas B. Duane, Vice President-General Manager Date <i>Raele M. Hanger</i> <i>5/30/97</i> _____ Director and General Sales Manager Date	
Name _____ Title _____ Larry Sparrow President - Carrier Markets		GTE Telecom Sales Representative _____ Date _____	

REV

APPROVED BY
LEGAL DEPT
ATTORNEY GENERAL